

09-23-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp.

5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Transtechonology Corporation

8-23-02

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State - **Delaware**☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other -Execution Date: **August 7, 2002**

2. Name and address of receiving party(ies)

Ableco Finance LLCStreet Address: **450 Park Avenue, 28th Floor**City: **New York**State: **NY**Zip: **10022**☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State -☒ Other **Delaware limited liability company**If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **76/018,547**
75/657,952; 75/657,953; 76/038,730; 76/038,427;
76/018,545

B. Trademark Registration No.(s)

1,134,995Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Stanley Seuradge**Internal Address: **Schulte Roth & Zabel LLP**Street Address: **919 Third Avenue**City: **New York**State: **N.Y.**Zip: **10022**6. Total number of applications and registrations involved: 77. Total fee (37 CFR 3.41).....\$ **190.00**☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***Stanley Seuradge**

Name of Person Signing

Signature

August 22, 2002

Date

Total number of pages including cover sheet, attachments, and document 5Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/20/2002 6TOM11 00000210 500675 76018547

01 FC:481
02 FC:48240.00 CH
150.00 CH

9283400.1

TRADEMARK
REEL: 2586 FRAME: 0793

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, TRANSTECHNOLOGY CORPORATION, a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Financing Agreement, dated as of August 7, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement"), with the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Ableco Finance LLC, a Delaware limited liability company, as agent for the Lenders, and as secured party (the "Assignee");

WHEREAS, pursuant to the Financing Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Financing Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 7, 2002.

TRANSTECHNOLOGY CORPORATION

By: 

Name: Gerald Harvey

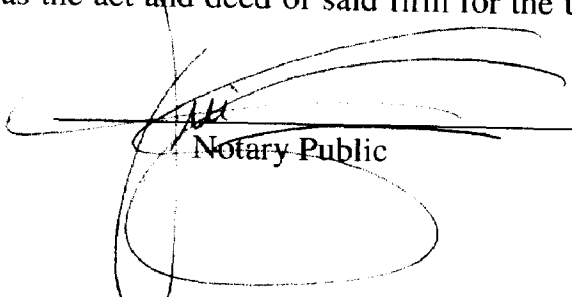
Title: U.P., Secretary & General Counsel

STATE OF NY

SS.:

COUNTY OF NY

On this 7th day of August, 2002, before me personally came Gerald Harvey, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the V.P. Secy & G.C. of TRANSTECHNOLOGY CORPORATION, a Delaware corporation, and that he executed the foregoing instrument in the firm name of TRANSTECHNOLOGY CORPORATION, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


Notary Public

JILL SIMON
Notary Public, State of New York
No. 01SI14763707
Qualified in New York County
Commission Expires September 30, 2002

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARK REGISTRATION AND APPLICATIONS)

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION SERIAL NUMBER</u>
BREEZE	1,134,995	
MISCELLANEOUS DESIGN		75/657,952
ENGINEERED PRODUCTS FOR GLOBAL PARTNERS		75/657,953
TRANSTECHNOLGY		76/038,730
TRANSTECHNOLGY		76/038,427
TRANSTECHNOLGY		76/018,547
TRANSTECHNOLGY		76/018,545